

 Attorney Docket No: CORR-004/01US

PATENT

DECLARATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

QUALITY ASSURANCE/QUALITY CONTROL FOR HIGH-THROUGHPUT BIOASSAY PROCESS

the specification of which:

(check one)

is attached hereto;

was filed as United States Application Serial No. 10/628,137 on July 28, 2003, and was amended on (if applicable);

was filed as PCT International Application No. on and was amended under PCT Article 19 or Article 34 on (if applicable);

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information which is known to me to be material to the patentability of said invention in accordance with 37 C.F.R. §1.56;

I hereby claim foreign priority benefits under 35 U.S.C. §119 and/or §365 of any foreign application(s) for patent, any foreign application(s) for inventor's certificate, or any PCT international application(s) designating at least one country other than the United States of America listed below; I have also identified below any foreign application(s) for patent, any foreign application(s) for inventor's certificate, or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed:

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below:

<u>60/398,831</u> (Application Number)	<u>29/07/2002</u> (Filing Date) (day, month, year)
<hr/>	
(Application Number)	(Filing Date) (day, month, year)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of first inventor: Ben A. Hitt

Inventor's signature _____ Date _____
Residence: Gaithersburg, MD
Citizen of: United States
Post Office Address: 929 Clopper Road #B2, Gaithersburg, MD 20878

Full name of second inventor: Peter J. Levine

Inventor's signature _____ Date _____
Residence: Potomac, MD
Citizen of: United States
Post Office Address: 9608 Sotweed Dr., Potomac, MD 20854

Full name of third inventor: Emanuel F. Petricoin III

Inventor's signature _____ Date _____
Residence: Dunkirk, MD
Citizen of: United States
Post Office Address: 2805 Feather Ridge Ct., Dunkirk, MD 20754



Attorney Docket No: CORR-004/01US

PATENT

DECLARATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

QUALITY ASSURANCE/QUALITY CONTROL FOR HIGH-THROUGHPUT BIOASSAY PROCESS

the specification of which:

(check one)

is attached hereto;

was filed as United States Application Serial No. 10/628,137 on July 28, 2003, and was amended on (if applicable);

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I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information which is known to me to be material to the patentability of said invention in accordance with 37 C.F.R. §1.56;

I hereby claim foreign priority benefits under 35 U.S.C. §119 and/or §365 of any foreign application(s) for patent, any foreign application(s) for inventor's certificate, or any PCT international application(s) designating at least one country other than the United States of America listed below; I have also identified below any foreign application(s) for patent, any foreign application(s) for inventor's certificate, or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed:

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below:

60/398,831 (Application Number)	29/07/2002 (Filing Date) (day, month, year)
<hr/>	
(Application Number)	(Filing Date) (day, month, year)

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Full name of first inventor: Ben A. Hitt

Inventor's signature B. A. Hitt Date 8/22/03
Residence: Gaithersburg, MD
Citizen of: United States
Post Office Address: 929 Clopper Road #B2, Gaithersburg, MD 20878

Full name of second inventor: Peter J. Levine

Inventor's signature Peter J. Levine Date 8/22/03
Residence: Potomac, MD
Citizen of: United States
Post Office Address: 9608 Sotweed Dr., Potomac, MD 20854

Full name of third inventor: Emanuel F. Petricoin III

Inventor's signature _____ Date _____
Residence: Dunkirk, MD
Citizen of: United States
Post Office Address: 2805 Feather Ridge Ct., Dunkirk, MD 20754

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of Ben A. HITT et al.

Serial No.: 10/628,137

Examiner: *Unassigned*

Confirmation No.: 4524

Art Unit: 1631

Filed: July 28, 2003

For: **QUALITY ASSURANCE/QUALITY CONTROL FOR HIGH-THROUGHPUT BIOASSAY PROCESS**

U.S. Patent and Trademark Office
2011 South Clark Place
Customer Window, **Mail Stop Missing Parts**
Crystal Plaza Two, Lobby, Room 1B03
Arlington, VA 22202

**REVOCATION AND NEW POWER
BY ASSIGNEES**

The Assignees of the entire right, title, and interest in the above-identified application hereby revoke all previously granted powers and grant the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The assignees certify that to the best of their knowledge and belief they are collectively the owners of the entire right, title, and interest in and to the above-identified application as evidenced by:

- Assignment documents, copies of which are enclosed herewith;
- An assignment previously recorded in the U.S. Patent and Trademark Office at Reel _____, Frame _____.

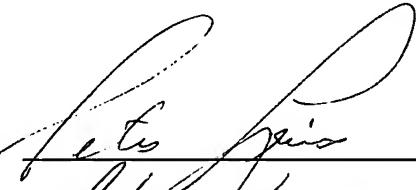
Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP
ATTN: Patent Group
One Freedom Square
Reston Town Center
11951 Freedom Drive
Reston, VA 20190-5601
Tel: (703) 456-8000
Fax: (703) 456-8100

CUSTOMER NUMBER: 022903

The undersigned (whose titles are supplied below) are empowered to sign this statement on behalf of the respective assignees.

Date: 08/22/03

Signature: 

Name: Peter Levin

Title: President

Company: **Correlogic Systems, Inc.**

Date: 09/23/03

Signature: 

Name: Michael Shmilovich

Title: Tech. Licensing Specialist

Company: **The United States of America as
represented by the Secretary of the
Department of Health and Human
Services**

**ASSIGNMENT
(Joint)**

Ben A. Hitt, residing at 929 Clopper Road #B2, Gaithersburg, MD 20878; Peter J. Levine residing at 9608 Sotweed Dr., Potomac, MD 20854; and Timothy A. Coleman residing at 18110 Hayloft Drive, Derwood, MD 20855 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled "**QUALITY ASSURANCE FOR HIGH-THROUGHPUT BIOASSAY METHODS**", and which is a non-provisional application bearing Application Serial No. 10/628,137, filed on July 28, 2003.

WHEREAS, CORRELOGIC SYSTEMS, INC., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 6701 Democracy Boulevard, Bethesda, MD 20817 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

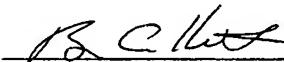
The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 8/22/03

By:



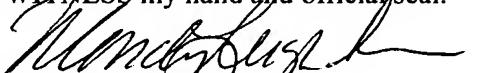
Ben A. Hitt

State of Maryland)
ss.

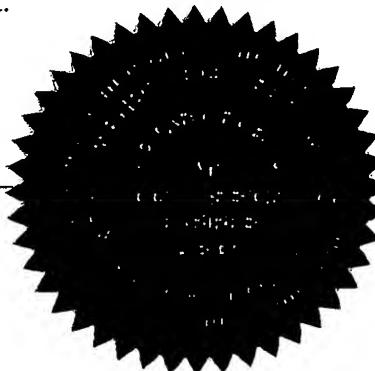
County of Montgomery)

On August 22, 2003, before me, WendyLeigh Serpan, personally appeared Ben A. Hitt, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

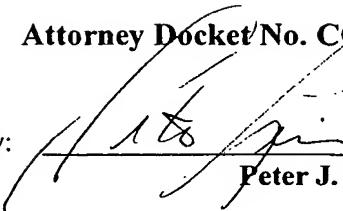


Signature of Notary Public



Date: 08/22/03

By:


Peter J. Levine

State of Maryland)

ss.

County of Montgomery)

On August 22, 2003, before me, Wendy Leigh Serpun, personally appeared Peter J. Levine, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public

Place Notary Seal Above

Attorney Docket No: CORR-004/01US

PATENT

ASSIGNMENT
(Sole)

Emmanuel F. Petricoin, III, residing at 2805 Feather Ridge Ct., Dunkirk, MD 20754 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled "**QUALITY ASSURANCE/QUALITY CONTROL FOR HIGH-THROUGHPUT BIOASSAY PROCESS,**" and which is a non-provisional application bearing Application No. 10/628,137, and filed on July 28, 2003.

WHEREAS, The United States of America as represented by the Department of Health and Human Services, duly organized under and pursuant to the laws of the United States of America, and having its principal place of business at Office of Technology Transfer, National Institute of Health, 6011 Executive Blvd., Suite 325, Rockville, MD 20852 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

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Date: 9/24/03

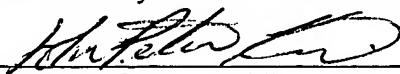
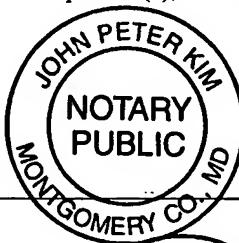
By: _____


Emmanuel F. Petricoin, III

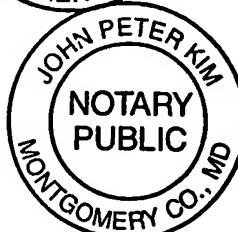
State of Maryland)
ss.
County of Montgomery)

On 24 September 2003, before me, John Peter Kim, personally appeared Emmanuel F. Petricoin III, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public


JOHN PETER KIM
Notary Public, State of Maryland
County of Montgomery
My Commission Expires July 1, 2004



JOHN PETER KIM
Notary Public, State of Maryland
County of Montgomery
My Commission Expires July 1, 2004